

Good To Go!

November 30, 2018

ETAN Industries LLC
Attn: Sterling Shepherd, Project Executive
Company Street Address One Galleria Tower
13355 Noel Road, 21st Floor
Dallas, Texas 75240

RE: Washington State *Good to Go!* Back Office System
Contract K1131
Phase 1 - WSDOT Go-Live Memorandum of Understanding

Dear Mr. Shepherd:

This letter formally documents recent discussions between WSDOT and ETAN regarding the revised approach to the Phase 1 WSDOT *Good to Go!* Back Office System Project. WSDOT and ETAN have reached preliminary agreement relating to the mutually agreed upon Phase 1 Go-Live date. A summary of decisions are as follows and will be incorporated in the Contract via a future amendment. This amendment should be completed no later than January 31st 2019.

1. WSDOT agrees to accept the delay of the Phase 1 Go-live date to May 17th, 2019.
2. WSDOT and ETAN agree on the following related to liquidated damages for the Phase 1 Go-Live Milestone:
 - a. Liquidated damages per section 19.1 of the contract and Exhibit J Table 1 will be assessed in the amount of \$350,000 and will be deducted from the Phase 1 Acceptance Milestone payment.
 - b. New Liquidated Damages in the amount of \$580,000 will be associated with the revised Phase 1 Go-Live date and will be assessed in the event the Phase 1 Go-Live is not achieved on or before May 17th, 2019 (Section 7.2.1 of the Contract relating to WSDOT-Caused delay would remain in effect).
3. ETAN will provide a re-baselined Project schedule that clearly indicates the critical path elements to achieve the revised Go-Live date no later than December 3rd, 2018. This schedule will be maintained and statused weekly throughout the life of the project.
4. ETAN and WSDOT have agreed upon a finite set of functionality deferrals (documented in ETAN's email dated November 30th, 2018) in order to ensure the revised Go-Live date is met. The deferral elements will be released into the system at an agreed upon date after the SR99 Tolling Commencement planned for August, 2019.

5. ETAN will provide funding not to exceed amount of \$30,000 to offset costs related to the VPN Site-to-Site Transfer between ETCC and ETAN, as this work will assist in achieving the desired Go-Live date.
6. ETAN will continue to provide the project resources necessary to complete the remaining development, testing, documentation and procurement services necessary to meet the revised Go-Live date and to support the transition efforts.
7. WSDOT and ETAN will continue discussions related to the adjustment of Phase 2 Go-Live date at a future time.

WSDOT will continue to support ETAN through the remainder of the development and testing work. It is important to WSDOT that ETAN works to ensure that an effective and robust testing program is maintained throughout and that product quality is not sacrificed. A Project Schedule that can be used to plan resourcing and realistic progress towards the Go-Live date will be critical component of this effort. WSDOT requests that ETAN consider these agreements and co-sign this Memorandum of Understanding to ensure a successful implementation of the WSDOT *Good to Go!* Back Office System.

If you have any questions or concerns, please contact me at jennifer.charlebois@wsdot.wa.gov or (206) 716-1106.

In Witness Whereof, the parties hereto, having read this MOU in its entirety, do agree in each and every particular and have thus set their hands hereunto.

State of Washington
Department of Transportation

ETAN Industries, LLC

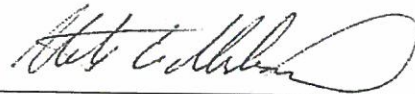


Signature

Edward Barry 11/30/18

Print or Type Name Date

Director, Toll Division
Title



Signature

Sterling C. Shepherd 11/30/2018

Print or Type Name Date

Corporate Vice President
Title